

ANTI-HUMAN TRAFFICKING COMPLIANCE PLAN

This document sets forth Ames Laboratory's plan as required by Federal Acquisition Regulation (FAR) 52-222-50(h) and is required to be maintained for the duration of the performance of the contract, for any portion of the contract that is:

- For supplies and services, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- Has an estimated value that exceeds \$500,000.

1.0 APPROVAL RECORD

- Reviewed by: Document Control Coordinator (Hiliary Burns)
- Approved by: General Counsel (Barbara Biederman)
- Approved by: Assistant Director of Scientific Planning (Cynthia Jenks)
- Approved by: Chief Research Officer (Duane Johnson)
- Approved by: Chief Operations Officer (Mark Murphy)
- Approved by: Deputy Director (Tom Lograsso)
- Approved by: Laboratory Director (Adam Schwartz)

The official approval record for this document is maintained in the Training and Documents Office, 105 TASF.

2.0 REVISION/REVIEW INFORMATION

The revision description for this document is available from and maintained by the author.

3.0 PURPOSE AND SCOPE

This document sets forth Ames Laboratory's implementation of the United States Government's Policy against trafficking in persons Compliance Plan (the "Plan"). This plan is adopted as required in accordance with the requirements of FAR 52.222-50.

The United States Government has adopted a policy prohibiting human trafficking activities. In accordance with FAR 52-222.50(b), Ames Laboratory, its employees, agents, and subcontractors, during the period of performance of the contract, shall not:

1. Engage in severe forms of trafficking in persons;
2. Procure commercial sex acts;
3. Use forced labor in the performance of the contract;
4. Destroy, conceal, confiscate or otherwise deny access by an employee to the employee's identity or immigrations documents, such as passports or drivers' licenses regardless of issuing authority;
5.
 - i. Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding key terms and conditions of employment, including ages and fringe benefits, the location of the work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
 - ii. Use recruiters that do not comply with local labor laws of the country in which the

Contact Person	Barbara Biederman	Revision	0
Document	Plan 40000.009	Effective Date	11/01/2016
		Review Date	11/1/2019

- recruiting takes place;
6. Charge employees for recruitment fees;
 7.
 - i. Fail to provide return transportation or pay for the cost of return transportation upon the end of employment:
 - a. For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
 - b. For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that –
 - ii. The requirements of paragraphs (7)(i) of this clause shall not apply to an employee who is:
 - a. Legally permitted to remain in the country of employment and chooses to do so; or
 - b. Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay the cost of return transportation;
 - iii. The requirements of paragraph (7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. The paragraph does not apply when the exemptions at paragraph (7)(ii) of this clause apply.
 8. Provide or arrange for housing that fails to meet the host country housing and safety standards; or
 9. If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing and in a language the employee understands, and shall include, at a minimum, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons; further, if the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee's relocation.

3.1. Definitions

Employee: An employee of Ames Laboratory directly engaged in the performance of the work under the contract who has other than a minimal impact or involvement in contract performance.

Contact Person	Barbara Biederman	Revision	0
Document	Plan 40000.009	Effective Date	11/01/2016
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Subcontract: Any contract entered into by a subcontractor of Ames Laboratory to furnish supplies or services for performances of a prime contract or subcontract.

Subcontractor: Any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Ames Laboratory or another subcontractor.

4.0 AWARENESS

Each Ames Laboratory employee shall read and comply with the terms of this plan prior to commencement of any work under a contract or subcontract subject to this requirement. Relevant contents of this plan shall be posted at Ames Laboratory locations where work subject to this requirement is being performed and on Ames Laboratory's Human Resource's website at <https://www.ameslab.gov/operations/human-resources/employee-information>. Additional information regarding trafficking in persons is also available at the U.S. Department of State's Office to Monitor and Combat Trafficking in Persons website at <http://www.state.gov/j/tip>.

5.0 DISCIPLINARY ACTION

Any violation of this plan may result in disciplinary action, including but not limited to, removal from the contract, reduction in benefits, or termination of employment.

6.0 REPORTING

Any activity inconsistent with this plan must be immediately reported to ISU's Compliance and Ethics hotline online at <http://www.policy.iastate.edu/ethics-hotline> or via telephone at (515) 294-7119 without fear of retaliation or the U.S. Department of Energy Office of Inspector General Hotline online at <http://energy.gov/ig/complaint-form> or via telephone at 1 (800) 541-1625. Activity may also be reported to the U.S. State Department's Global Human Trafficking Hotline directly at 1 (844) 888-FREE or help@befree.org.

Ames Laboratory shall inform the Contracting Officer and the agency Inspector General immediately upon receipt of any credible information from any source that alleges an Ames Laboratory employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates FAR 52.222-50(b) or upon any actions taken against an Ames Laboratory employee, subcontractor, subcontractor employee, or their agent.

7.0 RECRUITMENT AND WAGE PLAN

Only the use of recruitment companies with trained employees is permitted. No recruitment fees shall be charged to the employee and all wages must meet applicable host-country legal requirements with any variance requiring explanation.

8.0 HOUSING PLAN

Any housing arranged or provided by Ames Laboratory must meet host-country housing and safety standards.

9.0 SUBCONTRACTORS

Ames Laboratory will monitor subcontractors' conduct based upon the risk of trafficking in persons related to the product or service being acquired.

1. The requirements of FAR 52.222-50 shall be included in subcontractor contracts as applicable. Subcontractors must provide Ames Laboratory with a copy of its anti-trafficking compliance plan and any implementing policies when requested, and, prior to

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award of any subcontract subject to this provision, and annually during the performance of the contract issued including this provision, provide a certification from each subcontractor as required by FAR 52.222-50(i)(2).

2. Subcontractors must also certify that they will monitor, detect, and terminate any subcontractor or subcontractor employee engaging in prohibited activities, and after having conducted any due diligence, either certify (a) to the best of the subcontractors' knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or (b) if abuses relating to any of the prohibited activities have been found, the subcontractor, or its lower-tier subcontractor, has taken the appropriate remedial actions.
3. Failure of subcontractors or subcontractor employees to comply with the requirements of FAR 52.222-50 may result in immediate termination of the subcontractor's contract.